

**TUSCOLA COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
THURSDAY, JUNE 13, 2019 – 8:00 A.M.**

**H. H. PURDY BUILDING BOARD ROOM  
125 W. Lincoln Street  
Caro, MI**

125 W. Lincoln Street  
Caro, MI 48723

Phone: 989-672-3700  
Fax : 989-672-4011

- 8:00 A.M. Call to Order – Chairperson Bardwell  
Prayer – Pastor William Sanders, Watrousville United Methodist Church  
Pledge of Allegiance – Commissioner Young  
Roll Call – Clerk Fetting  
Adoption of Agenda  
Action on Previous Meeting Minutes (**See Correspondence #1**)  
Brief Public Comment Period for Agenda Items Only  
Consent Agenda Resolution (**See Correspondence #2**)  
New Business
- Honorary Recognition for the “Meeting the Need” Program
  - Sheriff Request to Purchase Drone
  - Recycling Stained Soil Payment
  - **8:30** – Update Regarding New State Hospital-Jean Doss
  - Funding New State Hospital Costs
  - Approval of Letter to be sent Regarding County Providing Water to New State Hospital (**See Correspondence #3**)
  - Citizen Presentation Regarding New State Hospital
  - Update Regarding Contractual Medical Examiner System (**See Correspondence #4**)
  - Airport Zoning Administrator Requests
  - Parks and Recreation By-Laws (**See Correspondence #5**)
  - Controller/Administrator Contract

Old Business  
Correspondence/Resolutions

**COMMISSIONER LIAISON COMMITTEE REPORTS**

VAUGHAN  
Board of Health  
County Planning Commission

Economic Development Corp/Brownfield Redevelopment  
MAC Environmental Regulatory – Vice Chair  
Mid-Michigan Mosquito Control Advisory Committee  
NACO-Energy, Environment & Land Use  
Parks and Recreation Commission  
Tuscola County Fair Board Liaison  
Local Units of Government Activity Report

GRIMSHAW

Behavioral Health Systems Board  
Recycling Advisory  
Local Units of Government

JENSEN

Board of Health  
Community Corrections Advisory Board  
Dept. of Human Services/Medical Care Facility Liaison  
Genesee Shiawassee Thumb Works  
Jail Planning Committee  
Local Emergency Planning Committee (LEPC)  
MAC Judiciary Committee  
MEMS All Hazard  
Local Units of Government Activity Report

BARDWELL

Behavioral Health Systems Board  
Caro DDA/TIFA  
Economic Development Corp/Brownfield Redevelopment  
MAC 7<sup>th</sup> District  
MAC Workers Comp Board  
TRIAD  
Local Units of Government Activity Report

YOUNG

Board of Public Works  
County Road Commission Liaison  
Dispatch Authority Board  
Genesee Shiawassee Thumb Works  
Great Start Collaborative  
Human Services Collaborative Council (HSCC)  
Jail Planning Committee  
MAC Agricultural/Tourism Committee  
MI Renewable Energy Coalition (MREC)  
Region VI Economic Development Planning

Saginaw Bay Coastal Initiative  
Senior Services Advisory Council  
Tuscola 2020  
Local Units of Government Activity Report

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two days in advance of the meeting.

## **CORRESPONDENCE**

- #1 May 30, 2019 Full Board & Statutory Finance Minutes
- #2 Consent Agenda Resolution
- #3 Draft Letter to Mr. Hall, DTMB
- #4 Update Regarding the proposed ME Contract
- #5 Parks and Recreation By-Laws
- #6 Committee of the Whole Minutes
- #7 Road Commission Minutes 5-16-19 Meeting
- #8 Community Forum Press Release regarding the State Psychiatric Hospital
- #9 Airport Zoning Board of Appeals meeting

*Draft*  
TUSCOLA COUNTY BOARD OF COMMISSIONERS  
May 30, 2019 Minutes  
H. H. Purdy Building

Commissioner Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 30th day of May 2019, to order at 8:00 o'clock a.m. local time.

Prayer – Pastor William Sanders, Watrousville United Methodist Church

Pledge of Allegiance – Commissioner Vaughan

Roll Call – Clerk Jodi Fetting

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 3 - Kim Vaughan, District 4 - Mark Jensen, District 5 – Daniel Grimshaw (arrived at 8:02 a.m.)

Commissioner Absent: None

Also Present: Clerk Jodi Fetting, Clayette Zechmeister, Eean Lee, Tisha Jones-Holubec, Steve Anderson, Sharon Beals, Kim Green, Register John Bishop, Mark Haney, Gary Rolka, Treasurer Patricia Donovan-Gray, Pastor William Sanders, Jean Doss (via Google Hangouts), Nancy Laskowski, Undersheriff Bob Baxter, Jim Tussey, Sandy Nielsen, Deborah Babich

*Adoption of Agenda -*

19-M-100

Motion by Young, seconded by Jensen to adopt the agenda as amended.  
Motion Carried.

*Action on Previous Meeting Minutes -*

19-M-101

Motion by Vaughan, seconded by Jensen to adopt the meeting minutes from the May 16, 2019 Regular Board and Statutory Finance meetings. Motion Carried.

*Brief Public Comment Period for Agenda Items Only - None*

*Consent Agenda Resolution - None*

*New Business -*

-Behavioral Health Systems Audit - Sharon Beals presented an overview of the audit to the Board.

19-M-102

Motion by Young, seconded by Grimshaw that the 2017/2018 Behavioral Systems Audit be received and placed on file. Motion Carried.

-Child Care Fund Budget Amendment Request - Matter removed from agenda.

-Mosquito Abatement Request to Fill Vacant Biologist Position - Kim Green presented request to fill Biologist Position. Kim also discussed the concern of a large mosquito hatch due to the recent flooding and requested the ability to utilize overtime if necessary.

19-M-103

Motion by Vaughan, seconded by Young that per the recommendation of the Mosquito Abatement Director that Shyann Clark be hired as the full-time Mosquito Abatement Biologist effective June 3, 2019 at the pay step of \$19.08 per hour. Motion Carried.

19-M-104

Motion by Young, seconded by Grimshaw to allow the Mosquito Abatement Director to use overtime at her discretion. Motion Carried.

-Foreclosures or Potential Foreclosures - County Treasurer Patricia Donovan-Gray provided an update regarding the foreclosure on the trailer park in Reese, former Methodist Church in the City of Caro and parcels located near Shay Lake.

-Request to Use Courthouse Lawn - Request from Robert Booth was discussed. Further information to clarify date and time is needed prior to moving forward.

19-M-105

Motion by Grimshaw, seconded by Young to table the request by Robert Booth to use the courthouse lawn. Motion Carried.

-SB46 Wind Turbine Update - Clayette Zechmeister provided an update on the matter. Senator Daley has been in communication with Mike Hoagland. Matter discussed.

-Update Regarding New State Psychiatric Hospital - Jean Doss provided an update to the Board regarding steps that are being taken with KC Communications in developing talking points. An update regarding the language placed in the proposed Senate budget was provided. Jean stated that Tuscola County needs to stay on course to the plan in place and to not allow other interested counties to derail that.

-Sheriff Annual Report -

19-M-106

Motion by Grimshaw, seconded by Jensen that the 2018 Sheriff Annual Report be received and placed on file. Motion Carried.

-Sheriff New Copier Contract & Reallocation of Funds for Bullet Proof Vests - Board discussed the request. See further discussion below.

19-M-107

Motion by Grimshaw, seconded by Young that per the May 21, 2019 request from the Undersheriff that authorization is given to enter into a new copier machine agreement that will result in a monthly savings of \$307.00 with Brady Business Systems. Motion Carried.

-Sheriff Request to Purchase Spike System - Clayette Zechmeister explained how the budget amendment would be handled.

19-M-108

Motion by Vaughan, seconded by Young that per the request of the Undersheriff that authorization is given to purchase tire deflation spikes from Safety System Company who was the low bidder for an amount of \$4,401.00. Also, the 2019 Road Patrol budget be amended for said purchase through the use of \$4,401.00 in Road Patrol fund balance. Motion Carried.

-Department of Health and Human Services (DHHS)/Medical Care Facility (MCF) Board Per Diem Review - Clayette Zechmeister provided information regarding the difference the DHHS/MCF Board members receive versus other Boards and Commissions members under the authority of the Board of Commissioners. Matter discussed.

19-M-109

Motion by Grimshaw, seconded by Vaughan to change the Board of Commissioners Per Diem Payment Policy effective January 1, 2017 Page 2 Bullet 1 to read per diems per day may be charged for each meeting except for convention and conference which are limited to one per day. Motion Carried.

-Sheriff New Copier Contract & Reallocation of Funds for Bullet Proof Vests - See discussion above. Undersheriff Baxter attended the meeting to explain the need for bullet proof vests. Board discussed purchasing all vests needed rather than a partial order.

19-M-110

Motion by Grimshaw, seconded by Young that per the May 21, 2019 request from the Undersheriff that the 2019 jail budget be amended with a reduction in the equipment line item 101-304-942 of \$1,040.00 (for the jail portion of the savings for the copier agreement) and the same amount of increase in the uniforms line item 101-304-746 for the purchase of bullet proof vests in addition authorize up to \$7,800.00 to order up to 26 additional bullet proof vests with the use of fund balance money. Motion Carried.

-Steve Anderson (matter added) - Steve Anderson updated the Board regarding the recent flood damage in Tuscola County and to proceed forward with a state declaration.

19-M-111

Motion by Young, seconded by Grimshaw that authorization is given to move forward with the local and state declaration process to seek relief funding for the Road Commission for storm damage received during the heavy rain/flooding event that occurred on May 25, 2019. Also, all appropriate documents are authorized for signature. Roll Call Vote - Young - yes; Vaughan - yes; Jensen - yes; Grimshaw - yes; Bardwell - yes. Motion Carried.

Recessed at 10:23 a.m.

Reconvened at 10:31 a.m.

-Next Steps Contractual Medical Examiner System - Draft contract was emailed today to the Commissioners. Board would like to have draft contract forwarded to the attorney for review with matter to be placed on the next Committee of the Whole agenda if possible.

-Vanderbilt Park Update - Commissioner Vaughan provided an update from the meeting that was held with the engineer regarding the dump station at Vanderbilt Park.

-New Controller/Administrator Compensation - Commissioner Bardwell asked the Board for input regarding decisions that need to be made in reference to the Controller/Administrator position. The matters that need to be addressed are the salary for the position, a decision to have a contract or no contract and a decision for an official start date. The Board has been provided with the top 20 salaries in Tuscola County. Board discussed the salary range that could be offered.

19-M-112

Motion by Jensen, seconded by Vaughan to set the salary at \$87,740.00 for the Controller/Administrator position. Roll Call Vote - Vaughan - yes; Jensen - yes; Grimshaw - no; Young - yes; Bardwell - yes. Motion Carried.

Board discussed whether a contract should be entered into with this position.

19-M-113

Motion by Grimshaw, seconded by Jensen to develop an employment agreement contract to be entered into with the Controller/Administrator. Motion Carried.

Board discussed the terms that should be included into the employment agreement contract.

19-M-114

Motion by Grimshaw, seconded by Vaughan to have the effective start date for the Controller/Administrator position be June 14, 2019 at 12:00 p.m. midnight. Motion Carried.



## 19-M-115

Motion by Grimshaw, seconded by Young the term of the initial employment agreement contract be for a 2-year period. Motion Carried with Vaughan dissenting.

## 19-M-116

Motion by Grimshaw, seconded by Jensen to have the severance pay remain as presented in Section B Paragraph 1 in draft employment agreement. Motion Carried

*Old Business -*

- Braun Kendrick Invoice - Clayette Zechmeister reported that she was not aware that the invoice has been sent.
- Closed Session Minutes - Commissioner Bardwell will follow up on matter.
- Animal Control Ordinance - Commissioner Vaughan will contact Clayton Johnson regarding the County Animal Control ordinance for clarification.
- Commissioner Vaughan has been contacted by a person interested in opening a coffee shop in a local Village that ran into a hang-up with building codes and requirements that they were told that had to be followed. Commissioner Vaughan will follow-up.

*Correspondence/Resolutions -*

- 2019 State Equalization Report
- Oakland County IT Services Agreement for the Clemis program

**COMMISSIONER LIAISON COMMITTEE REPORTS**YOUNG

Board of Public Works - June meeting cancelled.  
County Road Commission Liaison - Met today.  
Dispatch Authority Board  
Genesee Shiawassee Thumb Works - Meets June 14th.  
Great Start Collaborative  
Human Services Collaborative Council (HSCC)  
Jail Planning Committee  
MAC Agricultural/Tourism Committee  
MI Renewable Energy Coalition (MREC)  
Region VI Economic Development Planning  
Saginaw Bay Coastal Initiative - Sanilac County is now included.  
Senior Services Advisory Council  
Tuscola 2020  
Local Units of Government Activity Report - Quality Roast ceremony was well attended.

VAUGHAN - No Report

Board of Health  
County Planning Commission  
Economic Development Corp/Brownfield Redevelopment  
MAC Environmental Regulatory – Vice Chair  
Mid-Michigan Mosquito Control Advisory Committee  
NACO-Energy, Environment & Land Use  
Parks and Recreation Commission  
Tuscola County Fair Board Liaison  
Local Units of Government Activity Report

GRIMSHAW - No Report

Behavioral Health Systems Board  
Recycling Advisory  
Local Units of Government

JENSEN

Board of Health  
Community Corrections Advisory Board  
Dept. of Human Services/Medical Care Facility Liaison  
Genesee Shiawassee Thumb Works  
Jail Planning Committee  
Local Emergency Planning Committee (LEPC)  
MAC Judiciary Committee - Update provided from meeting.  
MEMS All Hazard - Expressed accolades to the Tuscola County Road  
Commission for their good work during the recent flooding.  
Local Units of Government Activity Report - Update provided regarding Cass  
River Greenways.

BARDWELL

Behavioral Health Systems Board  
Caro DDA/TIFA  
Economic Development Corp/Brownfield Redevelopment  
MAC 7<sup>th</sup> District  
MAC Workers Comp Board  
TRIAD  
Local Units of Government Activity Report

*Other Business as Necessary -*

-Resolution to be presented to Mike Hoagland - Clerk Fetting will assist  
Commissioner Bardwell in preparing a resolution.

*Extended Public Comment -*

-Gary Rolka addressed the Board regarding the Caro Center. He thanked the Commissioners for their support in retaining the Caro Center in Tuscola County.

Meeting adjourned at 12:36 p.m.

Jodi Fetting  
Tuscola County Clerk

Statutory Finance Committee Minutes  
May 30, 2019  
H.H. Purdy Building  
125 W. Lincoln St, Caro MI

Meeting called to order at 12:36 p.m.

Commissioners Present: Young, Bardwell, Vaughan, Jensen, Grimshaw

Commissioners Absent: None

Also Present: Clerk Jodi Fetting, Clayette Zechmeister, Nancy Laskowski, Gary Rolka

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 12:41 p.m.

Jodi Fetting  
Tuscola County Clerk

**'DRAFT'**

**COUNTY OF TUSCOLA**

**STATE OF MICHIGAN**

**RESOLUTION TO ADOPT CONSENT AGENDA**

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 13<sup>th</sup> day of June, 2019 at 8:00 a.m. local time.

COMMISSIONERS PRESENT:

\_\_\_\_\_

COMMISSIONERS ABSENT:

\_\_\_\_\_

It was moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_ that the following Consent Agenda Resolution be adopted:

**CONSENT AGENDA**

**Agenda Reference:** A

**Entity Proposing:** COMMITTEE OF THE WHOLE 6/10/19

**Description of Matter:** Move that the 2018 Medical Examiner Annual Report be received and placed on file.

- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/10/19
- Description of Matter:** Move that per the request of the Sheriff that Robert Baxter be authorized as a second representative of Tuscola County to attend the 2019/2020 LEAD program.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/10/19
- Description of Matter:** Move that Mike Green be appointed to the Tuscola County Economic Development Corporation to fill the vacancy created by the resignation Kent Graf for a partial term of office to expire December 31, 2019.
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/10/19
- Description of Matter:** Move that per the request of Mr. Robert Booth that authorization is given to use the outside area around the Courthouse to distribute pamphlets in a safe manner which does not interfere with the operation of the Courthouse for the months of June and July 2019.

**IT IS FURTHER RESOLVED** that any motion, resolution, or other act of Tuscola County inconsistent with this Resolution is hereby rescinded, modified, replaced or superseded by this Resolution.

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

---

Thomas Bardwell, Chairperson  
Tuscola County Board of Commissioners

---

Jodi Fetting  
Tuscola County Clerk

[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

---

**From:** mhoagland@tuscolacounty.org  
**Sent:** Wednesday, June 12, 2019 9:39 AM  
**To:** 'Keyno J. Shellenbarger'; Jean Doss; Karen Currie; 'Thomas Bardwell'; 'Kim Vaughan'; Clayette Zechmeister (Clayette Zechmeister); Senator Kevin Daley; Senator Kevin Daley; Representative Phil Green  
**Subject:** County Position Regarding Providing Water to the New State Hospital  
**Attachments:** Water Position.docx

Good morning

Attached is a **draft** letter that I was requested to prepared to explain the solution to providing water to the new state hospital in Caro. It is important that all of you review this and provide any input or changes so we properly present our position. I believe we are sending this to Mr. Robert Hall Department of Technology Management and Budget. I would like to send it via email and regular mail. I also want to send the letter tomorrow so your input today would be helpful.

Thank you.

Mike

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

**VISIT US ON LINE FOR COUNTY SERVICES @ [www.tuscolacounty.org](http://www.tuscolacounty.org)**

Date

DRAFT

Dear: Mr. Robert Hall

### **Use of On-Site Water System is Viable and Cost Effective to Serve the New State Hospital in Caro**

The purpose of this letter is to clarify any misunderstanding regarding the ability to supply water from the on-site water system at the Caro Center to meet the needs of the new State Psychiatric Hospital. There is no question that based on the results of a comprehensive county funded engineering study, that a viable cost effective solution to meeting all of the water needs of the new hospital exists and has been ready for implementation for months.

Unfortunately, implementation of the water system upgrade was halted when construction of the new hospital in Caro was put on hold by the Governor for further study. Costs to implement system upgrades is estimated at \$1,025,000 which is nearly \$1.5 million less than the cost of extending waterlines from Caro.

### **On-Site System Funding and County Responsibility for Operating the System**

County officials understand the state does not want to be involved in operating the water system. Therefore, the plan is the county will issue bonds in an amount sufficient to finance the cost of system upgrades. These bonds will then be repaid over 20 or more years. The county will own and operate the system and charge the state for water usage. Water usage payments from the state will be used by the county to retire bonds. The county will operate the system and hire an attendant. Annual operational costs are estimated at \$77,500 and will also be funded from the state water usage payments. A reserve will be established and funds designated annually for future system repairs.

### **Original Plan Caro Waterline Extension and County Involvement with Alternative On-Site System Plan**

The original water plan was for the City of Caro to extend a waterline about 1.9 miles from the nearest well to the hospital. County Commissioners became involved in determining an alternative solution for providing water after difficulties developed between the City of Caro and Indianfields Township. On October 25, 2018, the Tuscola County Board of Commissioners hired Schellenbarger Engineering and Surveying P.C. to evaluate the feasibility of upgrading and using the on-site water system to serve the new hospital. This is a long established and well-respected Michigan engineering firm that has successfully implemented numerous water systems in many Michigan communities.

The attached Schellenbarger study includes a comprehensive analysis of the condition of the current system and the upgrades required to meet the pressure, quality and quantity needs of the new hospital. It was completed on January 14, 2019. The study documents there is no current arsenic in the distribution system, no coliforms detected, no breaks or failures during Michigan's historic cold spell in January of 2019 and no breaks or failures over the last 10 years.

### **Upgrading the On-Site System is the Lowest Cost and Most Effective Method**

Importantly, the study documented that not only is upgrading and using the on-site water system feasible, it costs substantially less than extending the Caro waterline. The estimated cost to upgrade the on-site system is \$1,025,000 compared to \$2,500,000 to extend the Caro waterline. This approach saves taxpayers a substantial \$1.5 million or nearly 60% in cost. Specific items that need to be upgraded and corresponding costs can be reviewed in the study.

Furthermore, it is important to point out that the state made upgrades in 2018 and 2013 to the on-site system with costs totaling approximately \$500,000. In 2018, system improvements included: a new water main, new fire hydrants and a new pump. In 2013, upgrades were made to the elevated storage tank. These taxpayer funded upgrade investments are important reasons to continue use of the current on-site system. The system has



significant capacity with the ability to serve approximately 3,000 people. This capacity provides the tremendous advantage of promoting and serving future economic development along M-81 and the surrounding area.

Please contact me at 989-672-3700 if you have any questions. We can refer any technical questions to the Schellenbarger Engineering and Surveying. Our engineer is fully confident that this system will meet the requirements of the new hospital. We are convinced this is the most cost effective solution and should be implemented in the best interests of the taxpayers of the state.

Sincerely,

Michael R. Hoagland  
Tuscola County Controller/Administrator

CC: Senator Daley  
Representative Green  
Former Representative Canfield  
Tuscola County Board of Commissioners  
Tuscola County Chief Accountant  
Keyno Schellenbarger

mhoagland@tuscolacounty.org

---

**From:** Eric M. Morris <erimor@BraunKendrick.com>  
**Sent:** Tuesday, June 11, 2019 9:18 AM  
**To:** 'Clayette Zechmeister'; 'mhoagland@tuscolacounty.org'  
**Cc:** Clayton J. Johnson  
**Subject:** Medical Examiner Contract Update  
**Attachments:** Tuscola County - Medical Examiner Independent Contractor Agreement (S1496073-4x7B01A).docx; Tuscola County - Medical Examiner Agreement REDLINE V1-V4 (S1497046x7B01A).pdf

Clayette,

I wanted to give you an update and get your approval on the attached version of the proposed medical examiner contract. The basic outline of where we stand is as follows:

- Dr. Bush did not have a problem with being paid quarterly.
- He seems to be ok with doing a separate agreement with the Health Department to formalize his agreement pay 50% of the administrative assistant wages for the next 3 years.
- He confirmed that the ME Investigators would be his employees and their services would be included in the \$75,000 fee. I have included some language to that effect in the updated contract.
- Overall, I think we are very close to agreement on this, but I wanted to show you the proposed document I'd like to send to Dr. Bush.

So, attached is a clean copy of what I am proposing to Dr. Bush and a Redline showing the changes between this version and what was originally sent to us by Dr. Bush. Dr. Bush has already agreed to most of the changes (a lot of which were in the last version) and he has agreed in principal to the balance of the changes. When I present this to him, I will explain that it is subject to Board approval.

Please let me know if you have any further edits or if you'd like to discuss.

-Eric



**BRAUN KENDRICK**  
ATTORNEYS AT LAW

ERIC M. MORRIS  
Attorney  
Tel: 989.399.0236  
Fax: 989.799.4666  
Email: [erimor@braunkendrick.com](mailto:erimor@braunkendrick.com)

**EMAIL CONFIDENTIALITY NOTICE**

The information contained in this message may be subject to the attorney-client privilege, constitute attorney work product, or be strictly confidential, and is intended only for the use of the addressee listed above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited.

## AGREEMENT FOR COMPREHENSIVE MEDICAL EXAMINER OFFICE SERVICES

This agreement ("Agreement"), dated as of July 1, 2019 ("Effective Date"), is by and between the County of Tuscola, a political subdivision of the State of Michigan (hereinafter "County"), and the Michigan Institute of Forensic Science & Medicine PC, (hereinafter "Contractor"), a professional corporation authorized to operate in the State of Michigan.

### RECITALS

WHEREAS, Tuscola County requires comprehensive medical examiner office, medical examiner, death investigation, and forensic autopsy services; and

WHEREAS, Contractor represents that it is a duly qualified and licensed provider of medical examiner and forensic pathology services and is experienced in autopsies and related services; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### AGREEMENT

#### I. Scope of Services.

1.1 Contractor's Specified Services. Upon request of the County or designee, Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is

satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. County will discuss performance issues of any assigned personnel with Contractor so that Contractor may attempt to remedy the situation. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement (“Key Personnel”). Contractor shall not remove, replace, substitute, or otherwise change any Key Personnel without the prior written consent of County. Consent for new or alternate Contractor personnel shall not be unreasonably withheld. With respect to performance under this Agreement, Russell Bush, M.D., and any Deputy Medical Examiner assigned to County by Contractor are considered Key Personnel.
- c. In the event that any of Contractor’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor’s control, Contractor and County shall be responsible for timely provision of adequately qualified replacements.

1.5 Confidentiality. The services to be performed by Contractor under this Agreement necessarily involve private matters of a personal nature for the citizens of Tuscola County. For this reason, neither Contractor nor any persons performing services under this Agreement on its behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing services under this Agreement, unless such disclosure is required by law or necessary to effectuate the terms of this Agreement. Contractor agrees to comply with any provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) applicable to Contractor by reason of Contractor’s provision of services under this Agreement.

2. Payment. For all services required hereunder and as outlined in Exhibit A, Contractor shall be paid seventy-five thousand Dollars (\$75,000) per Contract Year (as defined below), regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Payments shall be made in equal quarterly installments to Contractor, subject to receipt of such bills and/or invoices as required by County to document services provided under this Agreement.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2019 to June 30, 2022,

unless terminated earlier in accordance with the provisions of Article 4 below. Each twelve (12) month period from July 1 through June 30 during which this Agreement remains in effect shall be known as a Contract Year.

#### 4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right to terminate this Agreement by giving written notice of such termination, stating the effective date and presenting such notice of termination at least sixty (90) days in advance of such effective date.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should County or Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County or Contractor may immediately terminate this Agreement by giving the other party written notice of such termination, stating the reason for termination. Contractor may terminate this Agreement for non-payment of invoices overdue by more than 30 days.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Representations of Contractor.

8.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

8.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

8.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

8.4 Key Personnel. Contractor represents and warrants that Key Personnel is/are, and will remain during the pendency of this Agreement, licensed to practice medicine in the State of Michigan.

8.5 Autopsy Services. Contractor represents and warrants that all autopsies conducted pursuant to this Agreement will be performed by a physician duly licensed to practice medicine in the State of Michigan who is board certified or board eligible in the specialty of forensic pathology.

8.6 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of Michigan as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

8.7 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

8.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, any County policy regarding the same. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

8.9 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

8.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the

above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

8.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery, by U.S. Mail or courier service, or by e-mail. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Tuscola County  
Office of County Controller  
125 W Lincoln Street,  
Suite 500  
Caro, Michigan 48723

TO: CONTRACTOR: Michigan Institute of Forensic Science & Medicine  
4707 East McLeod Dr  
Saginaw, MI 48604  
Tel: 989-341-5077  
russell.bush@mifsm.org



When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 PM (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

## 12. Miscellaneous Provisions.

12.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

12.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

12.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

12.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of Michigan, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in in the County of Tuscola or Saginaw.

12.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

12.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

12.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**MICHIGAN INSTITUTE OF  
FORENSIC SCIENCE &  
MEDICINE PC**

**COUNTY OF TUSCOLA**

By: \_\_\_\_\_  
Russell Bush

By: \_\_\_\_\_  
Thomas Bardwell

Its: Director

Its: Chairman, Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Scope of Work

1. Contractor's Responsibilities. During the term of this Agreement, Contractor shall provide the following services to County:
  - a. Case Evaluation: Contractor shall provide case evaluation services and shall consult with investigators, family members of decedents, and private medical doctors, at the request of an authorized representative of the Sheriff's Office, to assist in determining whether specific cases require medical examiner investigation, pursuant to MCL § 52.202.
  - b. External Exam: Contractor shall perform external examinations of decedents, when an autopsy examination is not necessary, to provide probable cause of death, according to the Michigan Death Registry. External examination may include viewing the body, examining medical records, medical history, and similar information. If such external examination reveals questions or issues that in the opinion of Contractor require an autopsy to be performed, Contractor shall perform an autopsy.
  - c. Case Consultation: Contractor may perform case consultation services on an as needed basis, including medical record and laboratory results review, investigative report review, and case analysis, which may or may not involve external examinations. Ad hoc, informal opinions provided by Contractor to Sheriff's Office personnel shall not incur fees. In the event that a formal, extensive records or case review is required to determine cause of death, County and Contractor shall mutually agree upon the scope and estimate of cost of work prior to commencement of the review.
  - d. Autopsy: Contractor shall perform autopsies when determined necessary by an authorized representative of the Sheriff's Office. Contractor shall advise Sheriff's Office on necessity of performing an autopsy versus an external examination in the context of industry best practices. Such autopsy services shall also include:
    - i. Triage: Contractor shall participate in case triage discussions.
    - ii. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of case. Such individuals or agency representatives must obtain authorization from the Sheriff's Office prior to viewing any autopsy.
    - iii. Explanation of Procedures: If authorized by the Sheriff's Office, Contractor shall explain autopsy procedures and respond to questions during the autopsy.

- iv. Education: Contractor may provide education to Sheriff's Office personnel during such autopsies, provided it does not interfere with performance of work required; however, any fee, if applicable, for such training services shall be addressed exclusively by Contractor and the party requesting such services.
- e. Laboratory Testing: Contractor shall order and pay for toxicological, bacteriological, serological, or similar testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- f. Histology: Contractor shall cover histology testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- g. Transcription: Contractor shall provide transcription services.
- h. On Scene Examination: Contractor shall view the bodies of decedents at the scene of death and/or perform other investigative services (such as interviewing/examining witnesses) during and after normal working business hours. Any medical examiner investigators providing services under this Agreement shall be employees or contractors of Contractor. Contractor shall be responsible for the cost of such investigative services as are necessary under this Section.
- i. Examination Report: Contractor shall provide a complete, typewritten, final report within sixty (60) calendar days after receipt of clinical test results and any consultation, investigative reports or information reports necessary to close the case. The report must contain the following information:
  - i. Name of individual tested, identifying information (such as age, sex, and other vital statistics), and applicable case number.
  - ii. Date external examination concluded or date and time of autopsy.
  - iii. Description of external examination of individual/records.
  - iv. When an autopsy was performed, a description of the internal examination, noting the weight and condition of specific organs and condition of internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnoses; description of any microscopic examination; summary of laboratory tests (with copies of test reports); intervals for mechanisms of death; diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by Contractor.
  - v. Summary of relevant historical and scene information (when appropriate), results/findings from examinations performed, and determination of probable cause of death.

- vi. Any other information required by applicable state /federal laws or regulations.
- vii. Signature of forensic pathologist licensed to practice medicine in the State of Michigan. Board certified forensic pathologists will be made available for prosecutable cases.
- j. Transportation: Contractor shall perform and provide all transportation associated with cases associated with the death at Contractor's expense. It is the intention of contractor to use Contractor's own medical transport vehicle.
- k. Sudden Unexpected Infant Death Cases (SUID): Contractor shall perform procedures necessary to comply with Government Code Section 27491.41 or any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.
- l. County Committee Meetings: Contractor shall attend meetings associated with the Countywide Child Death Review and Domestic Violence Death Review committees and other related meetings that may be scheduled, unless unable to attend due to unforeseen illness, mandatory appearance requirements, or other emergency or urgent circumstances preventing attendance. County shall schedule no more than one such meeting per month through the Contractor's main office.
- m. Business Meetings: Contractor shall attend meetings that are related to the legal or public health functions of the Sheriff's Office when deemed necessary by an authorized representative of the Sheriff's Office. County shall schedule no more than one such meeting per month through the Contractor's main office.
- n. Expert Witness: Contractor shall testify as an expert witness when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Contractor has conducted an examination. The County will not be liable for any fees associated with testimony or deposition services.
- o. Anatomical Gifts: Contractor shall cooperate and support the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the Gift of Life; consult with physicians or transplant personnel when a request for donor tissue is made in a case falling under the jurisdiction of the Medical Examiner; and advise the Sheriff's Office's representative whether such a procedure would adversely affect the subsequent documentation of injuries or determination of cause or manner of death.
- p. Staff Training: Contractor shall provide education and training services for Sheriff's Office personnel as may be mutually agreed upon by Contractor and the Sheriff's Office. Such services may include, but are not necessarily limited to, instructing personnel, particularly Sheriff's Department Detectives and/or investigators, regarding medical safety issues or information required by the pathologist for effective evaluation of Medical Examiner cases.

- q. Advice/Retention: Contractor shall advise the Sheriff's Office concerning the necessity of retaining specimens and tissue samples, and their recommended retention periods.
- r. Chain of Custody: Contractor shall maintain evidence chain of custody, as required by the Sheriff's Office, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.
- s. Prior Case Review: Contractor shall perform a review, written report, and/or expert testimony of cases where a Pathologist not associated with Contractor performed the exam.
- t. Minimum Staffing: In order to adequately meet the County's forensic pathologist needs, Contractor shall assign one, full-time pathologist to the Sheriff's Office. Any additional part-time or temporary pathologists shall be assigned as deemed necessary by the County and Contractor, in the event that Contractor cannot provide said staffing.
- u. Availability: Contractor shall be available during normal business hours and off hours to consult with representatives of the Sheriff's Office regarding Medical Examiner activities.
- v. Facility/Equipment: Contractor shall provide, equip, and maintain a facility in which autopsies and any other postmortem examinations are to be performed.
- w. Operational Supplies: Contractor shall provide supplies and equipment necessary for conducting required examinations. This includes, but is not necessarily limited to, a microscope, protective supplies, (e.g., gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (e.g., syringes, scalpels, scissors, forceps, chisels, knives, saws, and photographic film); and cleaning supplies (e.g., soaps, detergents, and disinfectants).
- x. Office/Clerical Staff: Contractor shall provide 50% salary contribution for current administrative staff utilized for County Medical Examiner Office.
- y. Laboratory Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- z. Histology Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- aa. Forensics Contractors: Contractor shall obtain and pay for Contractors in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be deemed necessary for a small number of unusual and extraordinary cases that cannot otherwise be adequately concluded.
- bb. Specimen/Tissue Storage: Contractor shall provide for the storage of specimens and tissue samples that Contractor considers necessary to retain as evidence or for full her

testing.

2. Responsibilities of County: County shall have the following responsibilities under the Agreement:
  - a. Office/Clerical Staff: County shall provide a single office administrative staff person to be available for any/all applicable Contractor services for 20 hours per week. Administrative staff person may be asked to handle issues outside of Tuscola County as it directly relates to Contractor's provision of services under this Agreement.
  - b. Additional Pathologists: County shall provide direct payment to additional pathologists that may be required to handle any disaster situation, involving ten or more deaths occurring during a single incident, if Contractor is unable to provide said services.

## **Exhibit B Insurance Requirements**

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### **1. Workers Compensation and Employers Liability Insurance**

- a. Required if Contractor has employees as defined by the various Michigan labor and employment statutes.
- b. Workers Compensation insurance with statutory limits as required by Michigan law.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees as defined by various Michigan labor and employment statutes, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### **2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$3,000,000 General Aggregate; \$3,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. The insurance provided to the additional insureds shall be primary to, and non-contributory



with, any insurance or self-insurance program maintained by them.

- e. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “F” definition of insured contract in ISO form CG 00 01, or equivalent).
- f. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- g. *Required Evidence of Insurance:*
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

### **4. Professional Liability/Errors and Omissions Insurance**

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. *Required Evidence of Insurance:* Certificate of Insurance.

## **5. Documentation**

- a. The Certificate of Insurance must include the following reference: Medical Examiner and Forensic Pathology Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Tuscola, its Officers, Agents and Employees.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## **6. Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## **7. Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

## AGREEMENT FOR COMPREHENSIVE MEDICAL EXAMINER OFFICE SERVICES

This agreement ("Agreement"), dated as of July 1, 2019 ("Effective Date"), is by and between the County of Tuscola, a political subdivision of the State of Michigan (hereinafter "County"), and the Michigan Institute of Forensic Science & Medicine PC, (hereinafter "Contractor"), a professional corporation authorized to operate in the State of Michigan.

### RECITALS

WHEREAS, Tuscola County requires comprehensive medical examiner office, medical examiner, death investigation, and forensic autopsy services; and

WHEREAS, Contractor represents that it is a duly qualified and licensed provider of medical examiner and forensic pathology services and is experienced in autopsies and related services; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### AGREEMENT

#### I. Scope of Services.

1.1 Contractor's Specified Services. Upon request of the County or designee, Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is

satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. County will discuss performance issues of any assigned personnel with Contractor so that Contractor may attempt to remedy the situation. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. ("Key Personnel"). Contractor shall not remove, replace, substitute, or otherwise change any Key Personnel without the prior written consent of County. Consent for new or alternate Contractor personnel shall not be unreasonably withheld. With respect to performance under this Agreement, Russell Bush, M.D., isand any Deputy Medical Examiner assigned to County by Contractor are considered Key Personnel.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor and County shall be responsible for timely provision of adequately qualified replacements.

1.5 Confidentiality. The services to be performed by Contractor under this Agreement necessarily involve private matters of a personal nature for the citizens of Tuscola County. For this reason, neither Contractor nor any persons performing services under this Agreement on its behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing services under this Agreement, unless such disclosure is required by law or necessary to effectuate the terms of this Agreement. Contractor agrees to comply with any provisions of the Health Insurance Portability and Accountability Act ("HIPAA") applicable to Contractor by reason of Contractor's provision of services under this Agreement.

2. Payment. For all services required hereunder and as outlined in Exhibit A, Contractor shall be paid in accordance with Exhibit B, attached hereto and incorporated herein by this reference, seventy-five thousand Dollars (\$75,000) per Contract Year (as defined below), regardless of the number of hours or length of time necessary for Contractor to complete the services. Total payments to Contractor shall not exceed seventy-five hundred thousand dollars (\$75,000), without the prior written approval of County. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Upon completion of the work. Contractor shall invoice county quarterly for payment in a form approved by the County's Auditor. Unless otherwise noted in this agreement, Payments shall be made within

~~thirty (30) days following County's in equal quarterly installments to Contractor, subject to receipt of an invoice in a form approved by the such bills and/or invoices as required by County for to document services performed, provided under this Agreement.~~

3. Term of Agreement. The term of this Agreement shall be from July 1, 2019 to June 30, 2022, unless terminated earlier in accordance with the provisions of Article 4 below. Each twelve (12) month period from July 1 through June 30 during which this Agreement remains in effect shall be known as a Contract Year.

#### 4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right to terminate this Agreement by giving written notice of such termination, stating the effective date and presenting such notice of termination at least sixty (90) days in advance of such effective date.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should County or Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County or Contractor may immediately terminate this Agreement by giving the other party written notice of such termination, stating the reason for termination. Contractor may terminate this Agreement for non-payment of invoices overdue by more than 30 days.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

~~4.5 Authority to Terminate. The Board has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.~~

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees'

performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described in Exhibit CB, which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Representations of Contractor.

8.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

8.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

8.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

8.4 Key Personnel. Contractor represents and warrants that Key Personnel is/are, and will remain during the pendency of this Agreement, licensed to practice medicine in the State of Michigan.

8.5 Autopsy Services. Contractor represents and warrants that all autopsies conducted pursuant to this Agreement will be performed by a physician duly licensed to practice medicine in the State of Michigan who is board certified or board eligible in the specialty of forensic pathology.

8.48.6 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of Michigan as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

8.58.7 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

8.68.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, any County policy regarding the County's Non-Discrimination Policiessame. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

8.78.9 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

8.88.10 Ownership and Disclosure of Work Product. All reports, original drawings,

graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

8.98.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County’s right to terminate this Agreement pursuant to Article 4.

10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery, by U.S. Mail or courier service, or by e-mail. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Tuscola County  
Office of County Controller  
125 W Lincoln Street,  
Suite 500  
Caro, Michigan 48723

TO: CONTRACTOR: Michigan Institute of Forensic Science & Medicine  
4707 East McLeod Dr  
Saginaw, MI 48604  
Tel: 989-341-5077



russell.bush@mifsm.org

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 PM (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

## 12. Miscellaneous Provisions.

12.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

12.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

12.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

12.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of Michigan, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in in the County of Tuscola or Saginaw.

12.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

12.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

12.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**MICHIGAN INSTITUTE OF  
FORENSIC SCIENCE &  
MEDICINE PC**

**COUNTY OF TUSCOLA**

By: \_\_\_\_\_  
RusselRussell Bush;

By: \_\_\_\_\_  
Thomas Bardwell

Its: Director

Its: Chairman, Board of Tuscola-  
CountyCommissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Scope of Work

1. Contractor's Responsibilities. During the term of this Agreement, Contractor shall provide the following services to County:
  - a. Case Evaluation: Contractor shall provide case evaluation services and shall consult with investigators, family members of decedents, and private medical doctors, at the request of an authorized representative of the Sheriff's Office, to assist in determining whether specific cases require ~~Coroner inquiry~~ medical examiner investigation, pursuant to ~~Government Code Section 27494~~ MCL § 52.202.
  - b. External Exam: Contractor shall perform external examinations of decedents, when an autopsy examination is not necessary, to provide probable cause of death, according to the Michigan Death Registry. External examination may include viewing the body, examining medical records, medical history, and similar information. If such external examination reveals questions or issues that in the opinion of Contractor require an autopsy to be performed, Contractor shall perform an autopsy.
  - c. Case Consultation: Contractor may perform case consultation services on an as needed basis, including medical record and laboratory results review, investigative report review, and case analysis, which may or may not involve external examinations. Ad hoc, informal opinions provided by Contractor to Sheriff's Office personnel shall not incur fees. In the event that a formal, extensive records or case review is required to determine cause of death, County and Contractor shall mutually agree upon the scope and estimate of cost of work prior to commencement of the review. ~~Extensive reviews shall be invoiced per the hourly consultation fee provided in Exhibit B.~~
  - d. Autopsy: Contractor shall perform autopsies when determined necessary by an authorized representative of the Sheriff's Office. Contractor shall advise Sheriff's Office on necessity of performing an autopsy versus ~~and~~ an external examination in the context of industry best practices. Such autopsy services shall also include:
    - i. Triage: Contractor shall participate in case triage discussions.
    - ii. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of case. Such individuals or agency representatives must obtain authorization from the Sheriff's Office prior to viewing any autopsy.
    - iii. Explanation of Procedures: If authorized by the Sheriff's Office, Contractor shall explain autopsy procedures and respond to questions during the autopsy.

- iv. Education: Contractor may provide education to Sheriff's Office personnel during such autopsies, provided it does not interfere with performance of work required; however, any fee, if applicable, for such training services shall be addressed exclusively by Contractor and the party requesting such services.
- e. Laboratory Testing: Contractor shall order and pay for toxicological, bacteriological, serological, or similar testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- f. Histology: Contractor shall cover histology testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- g. Transcription: Contractor shall provide transcription services.
- h. On Scene Examination: Contractor shall view the bodies of decedents at the scene of death and/or perform other investigative services (such as interviewing/examining witnesses) during and after normal working business hours. Any medical examiner investigators providing services under this Agreement shall be employees or contractors of Contractor. Contractor shall be responsible for the cost of such investigative services as are necessary under this Section.
- i. Examination Report: Contractor shall provide a complete, typewritten, final report within sixty (60) calendar days after receipt of clinical test results and any consultation, investigative reports or information reports necessary to close the case. The report must contain the following information:
  - i. Name of individual tested, identifying information (such as age, sex, and other vital statistics), and applicable case number.
  - ii. Date external examination concluded or date and time of autopsy.
  - iii. Description of external examination of individual/records.
  - iv. When an autopsy was performed, a description of the internal examination, noting the weight and condition of specific organs and condition of internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnoses; description of any microscopic examination; summary of laboratory tests (with copies of test reports); intervals for mechanisms of death; diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by Contractor.
  - v. Summary of relevant historical and scene information (when appropriate), results/findings from examinations performed, and determination of probable cause of death.

- vi. Any other information required by applicable state /federal laws or regulations.
- vii. Signature of forensic pathologist licensed to practice medicine in the State of Michigan. Board certified forensic pathologists will be made available for prosecutable cases.
- j. Transportation: Contractor shall perform and provide all transportation associated with cases associated with the death at ~~their own~~ Contractor's expense ~~all transportation costs.~~ It is the intention of contractor to use ~~their~~ Contractor's own medical transport vehicle.
- k. Sudden Unexpected Infant Death Cases (SUID): Contractor shall perform procedures necessary to comply with Government Code Section 27491.41 or any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.
- l. County Committee Meetings: Contractor shall attend meetings associated with the Countywide Child Death Review and Domestic Violence Death Review committees and other related meetings that may be scheduled, unless unable to attend due to unforeseen illness, mandatory appearance requirements, or other emergency or urgent circumstances preventing attendance. County shall schedule no more than one such meeting per month through the Contractor's main office.
- m. Business Meetings: Contractor shall attend meetings that are related to the legal or public health functions of the Sheriff's Office when deemed necessary by an authorized representative of the ~~Sheriff's~~ Sheriff's Office. County shall schedule no more than one such meeting per month through the Contractor's main office.
- n. Expert Witness: Contractor shall testify as an expert witness when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Contractor has conducted an examination. The County will not be liable for any fees associated with testimony or deposition services.
- o. Anatomical Gifts: Contractor shall cooperate and support the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the Gift of Life; consult with physicians or transplant personnel when a request for donor tissue is made in a case falling under the jurisdiction of the ~~Coroner~~ Medical Examiner; and advise the ~~Sheriff's Office's~~ Sheriff's Office's representative whether such a procedure would adversely affect the subsequent documentation of injuries or determination of cause or manner of death.
- p. Staff Training: Contractor shall provide education and training services for ~~Sheriff's~~ Sheriff's Office personnel as may be mutually agreed upon by Contractor and the ~~Sheriff's~~ Sheriff's Office. Such services may include, but are not necessarily limited to, instructing personnel, particularly ~~Investigations and Coroner Bureau~~ Sheriff's Department Detectives and/or investigators, regarding medical safety issues or information required by the pathologist for effective evaluation of ~~Coroner~~ Medical Examiner cases.

- q. Advice/Retention: Contractor shall advise the Sheriff's Office concerning the necessity of retaining specimens and tissue samples, and their recommended retention periods.
- r. Chain of Custody: Contractor shall maintain evidence chain of custody, as required by the Sheriff's Office, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.
- s. Prior Case Review: Contractor shall perform a review, written report, and/or expert testimony of cases where a Pathologist not associated with Contractor performed the exam.
- t. Minimum Staffing: In order to adequately meet the ~~County's~~County's forensic pathologist needs, Contractor shall assign one, full-time pathologist to the Sheriff's Office. Any additional part-time or temporary pathologists shall be assigned as deemed necessary by the County and Contractor, in the event that Contractor cannot provide said staffing.
- u. Availability: Contractor shall be available during normal business hours and off hours to consult with representatives of the Sheriff's Office regarding ~~Coroner~~Medical Examiner activities.
- v. Facility/Equipment: Contractor shall provide, equip, and maintain a facility in which autopsies and any other postmortem examinations are to be performed.
- w. Operational Supplies: Contractor shall provide supplies and equipment necessary for conducting required examinations. This includes, but is not necessarily limited to, a microscope, protective supplies, (e.g., gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (e.g., syringes, scalpels, scissors, forceps, chisels, knives, saws, and photographic film); and cleaning supplies (e.g., soaps, detergents, and disinfectants).
- x. Office/Clerical Staff: Contractor shall provide 50% salary contribution ~~to~~for current administrative staff utilized for County Medical Examiner Office.
- y. Laboratory Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- z. Histology Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- aa. Forensics Contractors: Contractor shall obtain and pay for Contractors in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be deemed necessary for a small number of unusual and extraordinary cases that cannot otherwise be adequately concluded.
- bb. Specimen/Tissue Storage: Contractor shall provide for the storage of specimens and

tissue samples that Contractor considers necessary to retain as evidence or for full her testing.

2. Responsibilities of County: County shall have the following responsibilities under the Agreement:

- a. Office/Clerical Staff: County shall provide a single office administrative staff person to be available for any/all applicable Contractor services for 20 hours per week. Administrative staff person may be asked to handle issues outside of Tuscola County as it directly relates to ~~contractor~~Contractor's provision of services under this Agreement.
- b. Additional Pathologists: County shall provide direct payment to additional pathologists that may be required to handle any disaster situation, involving ten or more deaths occurring during a single incident, if Contractor is unable to provide said services.



## Exhibit B Insurance Requirements

Template #5

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the ~~Labor Code of the State of various Michigan labor and employment statutes~~.
- b. Workers Compensation insurance with statutory limits as required by the ~~Labor Code of the State of Michigan law~~.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees as defined by the ~~Labor Code of the State of various Michigan labor and employment statutes~~, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$3,000,000 General Aggregate; \$3,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against

the insurance or is named as a party in any action involving the County.

- d. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- e. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- f. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- g. *Required Evidence of Insurance:*
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

### **4. Professional Liability/Errors and Omissions Insurance**

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. *Required Evidence of Insurance:* Certificate of Insurance.

**5. Documentation**

- a. The Certificate of Insurance must include the following reference: Medical Examiner and Forensic Pathology Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Tuscola, its Officers, Agents and Employees.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**6. Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**7. Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



# Tuscola County Parks & Recreation Commission

125 W. Lincoln Street

989.672.3700

Caro, MI 48723

Fax: 989.672.4011

Robert W. McKay, Chairman

[www.tuscolacounty.org](http://www.tuscolacounty.org)

Tuesday, June 11, 201

Thomas Bardwell, Chairman  
Tuscola County Board of Commissioners  
H.H. Purdy Building  
125 W Lincoln Street  
Caro MI 48723

Hello Chairman Bardwell,

As Chairman of the Tuscola County Parks and Recreation Commission, on March 14, 2019, I received instructions from the Tuscola County Board of Commissioners to have By-laws established for the Parks and Recreation Commission. That assignment has now been completed.

At the June 6th Special Meeting of the Tuscola County Parks and Recreation Commission, a set of By-laws was passed unanimously by the Commission. Those By-laws are attached to this letter and hereby submitted to the Tuscola County Board of Commissioners for the Board's approval.

Sincerely,

-- Robert W. McKay, Chairman

Tuscola County Parks and  
Recreation Commission

Attachment: Tuscola County Parks and Recreation Commission By-laws

### **Tuscola County Parks & Recreation Commission Mission Statement**

*The mission of the Tuscola County Parks & Recreation Commission is to advise the Tuscola County Board of Commissioners on matters of policy and practice pertaining to the encouragement, establishment, and provision of recreational opportunities for residents of, and visitors to, Tuscola County.*

**By-laws of the Tuscola County Parks and Recreation Commission**  
as adopted by the Tuscola County Parks and Recreation Commission on June 6, 2019

The Tuscola County Parks and Recreation Commission was established by the Tuscola County Board of Commissioners at its January 29, 2014, meeting through the adoption of 14-M-014 which read, "That the County Parks and Recreation Commission be put in place following the membership requirements of Act 261 of 1965".

The mission statement of the Tuscola County Parks and Recreation Commission reads, "The mission of the Tuscola County Parks & Recreation Commission is to advise the Tuscola County Board of Commissioners on matters of policy and practice pertaining to the encouragement, establishment, and provision of recreational opportunities for residents of, and visitors to, Tuscola County".

Following are to be found the by-laws of the Tuscola County Parks and Recreation Commission. References to "the Commission" when not further amplified will be understood as a reference to the Tuscola County Parks and Recreation Commission.

**Composition of the Commission:**

The Commission shall be comprised of two categories of members. The first category is that of three ex-officio members, none of whom have inherent voting authority.

The second category of members is that of seven appointed members, all of whom are to be appointed by the Tuscola County Board of Commissioners and all of whom have inherent voting authority. Of the seven appointed members of the Commission, one must be a currently serving member of the Tuscola County Board of Commissioners at the time of that appointment. The appointed seat on the Commission held by a member of the Tuscola County Board of Commissioners will be determined annually by the Tuscola County Board of Commissioners as per Tuscola County Board of Commissioners policy and practice.

Ex-officio members consist of: a) the chairperson of the Tuscola County Road Commission or another Road Commissioner designated by the chairperson; b) the Tuscola County Drain Commissioner or an employee of the Drain Commissioner's office as designated by the Drain Commissioner; and c) the chairperson of the Tuscola County Planning Commission or his/her designee.

Each appointed position to the Tuscola County Parks and Recreation Commission other than an appointed member of the Tuscola County Board of Commissioners shall

serve a term three years in length. Of these six positions, no more than two shall have coincidental terms of office with one another.

A full three-year term of office shall commence on the first day of a specified year and conclude on the last day of the third year. Mid-term appointments will expire on the date of scheduled term expiration for a vacated seat were the previous incumbent to have served out his or her full term.

In the absence of one or more appointed members of the Commission, an ex-officio member may assume the status of temporary voting member for the duration of the appointed member's absence from a given meeting of the Commission when such authority is specified by the Chair at the time of Roll Call prior to a meeting being called to order.

A quorum for the conduct of business shall consist of a number equal to the majority of appointed members and any ex-officio members temporarily elevated to voting status.

#### **Meetings:**

The Tuscola County Parks and Recreation Commission shall meet no less than quarterly, but may meet more often as nature of the Commission's work shall require for regular meetings or special meetings. All appointed members of the Commission will receive *per diem* and travel expense allotments as determined by the Tuscola County Board of Commissioners for attendance at meetings of the Commission.

. The Chairman of the Commission may appoint a recording secretary from its number for the purpose of preparing the agenda for, and minutes of, the Commission's meetings. The Commission may hire these and such other services necessary to conduct the Commission's business.

Officers of the Tuscola County Parks and Recreation Commission consist of a Chairman and a Vice Chairman from within its ranks. Election of the Chairman and Vice Chairman shall take place annually at the 3rd Quarterly Meeting. The terms of office for both the Chairman and Vice Chairman elected at the 3rd Quarterly Meeting begin with the 4th Quarter Regular Meeting at which time the schedule of Regular Meetings for the following year shall be established.

The Chairman of the Tuscola County Parks and Recreation or his appointed representative shall receive standard Tuscola County *per diem* payment and mileage reimbursement for attending Cass River Greenway meetings and/or any other meetings related to the business of the Tuscola County Parks and Recreation Commission which are held in Tuscola County or any of the immediately adjacent counties.

### **Authority and Duties of Chairman:**

The Chairman of the Tuscola County Park and Recreation Commission shall assume all executive authority for the Commission inclusive of: a) conducting meetings; b) scheduling special meetings; and c) rescheduling meetings subject to exigencies. As he deems necessary for the work of the Commission, the Chairman shall establish topical sub-committees, task forces and/or interact with other governmental entities on behalf of the Commission. Absent authority delegated or relegated to another, the Chairman is the only member of the Commission authorized to speak on behalf of the Tuscola County Parks and Recreation Commission.

### **Obligation of Appointed Members:**

It is the obligation of appointed members to attend scheduled meetings of the Tuscola County Parks and Recreation Commission. To that end, unexcused absence from three or more consecutive meetings will serve as grounds for recommendation being made for a member's removal from the Commission or non-reappointment at the end of his or her term. Excused absences from scheduled meetings require that the Chairman be informed of the intended absence no less than 72 hours prior to the scheduled meeting time.

### **Rules of Order:**

Meetings of the Tuscola County Park and Recreation Commission shall be called to order by the presiding officer who will be known as "Chairman", "Chairwoman", or "Chair" -- these terms to be understood as interchangeable. In the absence of the duly elected Chairman, this responsibility will be that of the duly elected Vice Chairman.

Meetings will be conducted with respect to agenda determined at the beginning of each meeting. The Chairman retains the prerogative of changing the order of business, inclusive of tabling or postponing items to future meetings.

Meetings shall be conducted in a manner generally consistent with Robert's Rules of Order Newly Revised for small meetings, though motions must be seconded to be considered for further action. The Chairman may make or second any motion as well as vote on any action before the Commission.

Results of votes will be recorded as the number of members of the Commission voting "yea" and number voting "nay" on a motion, though a unanimous vote may be recorded as such alternatively. Prior to a vote taking place, the Chairman or any other member of the Commission may request a roll call vote, the results of the roll call

vote being included in the minutes of the meeting. The Chairman shall serve as parliamentarian unless he chooses to appoint someone else to serve in that capacity.

**Deportment:**

Members of the Tuscola County Parks and Recreation Commission as well as attendees at official meetings of same are expected to comport themselves in a manner befitting the circumstances of a peaceful, dignified, and orderly public meeting. Failure by anyone to observe these principals of deportment will constitute due cause for the Chairman to request that individual to be removed from the meeting premises.

**Extended Authority:**

As per Section , Special Rules, Line 3 in the ordinance itself, The Tuscola County Parks and Recreation Commission maintains the authority to proscribe deviations or exceptions to the mandates of Tuscola County Ordinance 2015-08 entitled “Ordinance Governing Activities at All Tuscola County Parks and Recreation Areas”.

**Effective Date:**

These By-laws shall become effective upon approval of same by the Tuscola County Board of Commissioners.



*Draft*  
**Tuscola County Board of Commissioners**  
**Committee of the Whole**  
**Monday, June 10, 2019 – 8:00 A.M.**  
**HH Purdy Building - 125 W. Lincoln, Caro, MI**

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell (excused at 10:34 a.m.), District 3 - Kim Vaughan (excused at 10:34 a.m.), District 4 - Mark Jensen, District 5 - Daniel Grimshaw (arrived at 8:08 a.m.)

Absent: None

Also Present: Clerk Jodi Fetting, Clayette Zechmeister, Eean Lee, Leigh Nancy, Mike Green, Tisha Jones-Holubec. Register John Bishop

**Finance/Technology**  
 Committee Leaders-Commissioners Young and Jensen

**Primary Finance/Technology**

1. **Fairground Building Fund Raising** - Mike Green invited the Board to the pancake supper being hosted by the Tuscola County Fair Board in order to raise funds to finish the project. The event is July 19, 2019 beginning at 4:00 p.m.
2. **Contractual Medical Examiner System** - Clayette Zechmeister provided an update as the revised contract was reviewed by the county attorney. Matter to be placed on Thursday's agenda.
3. **Medical Examiner Annual Report** - Annual Report presented to the Board. Matter to be placed on the Consent Agenda.
4. **Sheriff Drone Purchase Request** - Sheriff Skrent has received a grant from USDA to cover the majority of the cost and he is requesting to use fund balance to cover the remaining balance. Matter to be placed on Thursday's agenda.
5. **Recycling Soil Removal Payment** - Commissioner Vaughan provided an overview of the past discussions regarding the soil removal at the new location for the Recycling Center. Board discussed the matter at length regarding the recovery of funds from Mr. Kozan. Board reviewed motion from the January 17, 2019 meeting. Board discussed if they want to pursue the money from Mr. Kozan. The County does not want to pursue Mr. Kozan as they feel it is Braun Kendrick's responsibility to recover that amount. Board discussed if a statement has been received from DEQ that once the current matters are cleaned up that the site will be released from DEQ. Matter to be placed on Thursday's agenda.
6. **Contract with Air Advantage** - Eean Lee provided a review of current contract. He would like the matter tabled to the next Committee of the Whole meeting as the Sheriff would like to review the contract. Matter to be placed on the Consent Agenda.
7. **Funding KC Consultants – City of Caro Contribution, Other Funding Sources** - Clayette Zechmeister has been in contact with the Caro City Manager, Michael Silverman, regarding cost sharing. Caro City is willing to negotiate a shared cost. Clayette is waiting on the verbiage from Mr. Silverman. Tisha Jones-Holubec stated the Caro City Council voted to pay up to \$1,500 per month as they wanted to see if any other entities are going to join in the cost sharing.
8. **State Funding for Flooding Damages** - Governor Whitmer declared a state of emergency for Tuscola County to address damage caused by the recent flooding.

On-Going and Other Finance

Finance - No updates.

1. Update Regarding Caro Psychiatric Hospital
2. MREC Wind Turbine Invoices (Juniata and Fairgrove Townships)
3. Update Regarding Assessing/Taxation Disputes with Wind Turbine Companies – SB 46
4. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
5. Opioid Lawsuit
6. Preparation of Updated Multi-Year Financial Plan
7. Continue Review of Road Commission Legacy Costs
8. 2018 Comprehensive Annual Report Development
9. Convert to New State Chart of Accounts
10. 2020 Budget Development
11. Second Year MIDC Plan and Budget
12. Determine if any Drain Bonds can be Retired Early or Refinanced

Technology - No updates.

1. Animal Control Camera and Other Security
2. New Server and Network Storage Capacity
3. Jail Live Scan Scanner
4. GIS Update
5. Increasing On-Line Services
6. Updating County Web Page
7. Implementation of New Computer Aided Dispatch System
8. CLEMIS Road Patrol Software – Impacts on Local Police Departments
9. New Kronos Time Attendance and BSA Finance/General Ledger Software

**Personnel**

Committee Leader-Commissioner Vaughan and Bardwell

**Primary Personnel**

1. **Discussion of Closed Session Notes Retention** - Commissioner Bardwell explained information he received of the possibility of retaining closed session minutes post-disposal time frame per the Open Meetings Act. Matter discussed.
2. **Controller/Administrator Contract** - Commissioner Bardwell provided an update regarding the proposed employment contract. There are 5 items that were provided by Clayette and reviewed by the attorney that need further discussion. Clayette stated her attorney has reviewed the employment agreement and had a few other concerns. Matter to be discussed further at the next Board meeting.
3. **Animal Control Ordinance Update** - Leigh Nacy stated the proposed changes made to the animal control county ordinance have been sent to the county attorney for review. Matter discussed.
4. **Elmwood Township Barking Dogs Matter** - Discussed in previous matter.
5. **LEAD Tuscola County Candidates** - Sheriff Skrent has requested that Undersheriff Baxter attend LEAD for the 2019-2020 year. Matter to be placed on the Consent Agenda.
6. **Economic Development Commission (EDC) Board Appointment (matter added)** - Clerk Fetting stated there was one applicant for the vacant position, Mike Green, to fulfill the remaining term previously held by Kent Graf which will expire December 31, 2019. Matter to be placed on the Consent Agenda.

On-Going and Other Personnel - no updates.

1. 4-H Presentation
2. Negotiation of Expiring Union Contracts – Setting Financial and Other Objectives
3. Strengthen and Streamline Year-End Open Enrollment
4. Evaluate Potential Training Programs
5. Start the Development of Pay Grade Schedule and Updated Job Descriptions
6. Scheduling a MAC 7<sup>th</sup> Meeting to Determine if Organization will Continue

Commissioner Bardwell and Commissioner Vaughan excused at 10:34 a.m. to attend a meeting regarding the Caro Center.

### **Building and Grounds**

Committee Leaders-Commissioners Jensen and Grimshaw

#### **Primary Building and Grounds**

1. **County Jail Study Committee – Development of a Concept Plan** - The consulting firm is currently gathering information. There is a meeting scheduled for June 20, 2019. Commissioner Grimshaw expressed concern of the wording of development of a concept plan as he does not feel the project is at that stage.
2. **Vanderbilt Park Update** - Measuring for water lines is currently being completed.
3. **Request to Use Courthouse Lawn** - Mr. Booth has requested to use the courthouse lawn for the months of June and July. Matter to be placed on the Consent Agenda.

On-Going and Other Building and Grounds - no updates

1. County Land Bank
2. Recycling Relocation Update
3. Cass River Greenways
4. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
5. County Property Ownership Inventory
6. Review of Alternative Solutions Concerning the Caro Dam
7. Sidewalk Improvements and Parking Lot Sealing
8. Purdy Building Awning, Sign and Stucco Repairs
9. Jail Entrance Step and Ceiling Tile
10. State Police Post Water Tank Inspection, Sidewalk and Parking Lot Repairs
11. Potential Sale of Certain County Properties
12. New Septic System at Vanderbilt Park and Vegetation Clearing
13. Health Department Painting, Animal Control Ceiling and Court Windows
14. Recycling Soil Removal and Construction

**Other Business as Necessary** - no updates

1. Methods of Providing Dental Care to Indigent
2. Elected Versus Appointed Road Commissioners
3. Work with DTE and Others to Solve Increasing Energy Demands in the County
4. Update County Policies

-Commissioner Grimshaw questioned the Board policy in who had authority to contact the county attorney as Commissioner Vaughan stated he had emailed the county attorney. Commissioner Young believes the past practice/policy has been for either Mike Hoagland or the Board Chair to be the contact person.

**Public Comment Period - None**

Meeting adjourned at 10:38 a.m.

Jodi Fetting  
Tuscola County Clerk

DRAFT

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the fifteenth day of May, 2019, at 5:30 p.m.

PRESENT: Comm. Hurlburt, Comm. Musta, Comm. Townsend, Comm. Bengelink, Comm. Bush,  
Comm. Theobald, Comm. Nichols, Comm. Potter, & Comm. Taylor

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Commissioner Nichols and supported by Commissioner Musta.

**RESOLUTION NO. 19-12  
FUNDING THE GREAT LAKES RESTORATION INITIATIVE**

**WHEREAS**, The Great Lakes are a critical resource for our nation, supporting the economy and a way of life in Michigan and the other seven states within the Great Lakes region. The Great Lakes hold 20 percent of the world's surface freshwater and 90 percent of the United States' surface freshwater. This globally significant freshwater resource provides drinking water for more than 30 million people and directly supports 1.5 million jobs, generating \$62 billion in wages; and

**WHEREAS**, The Great Lakes Restoration Initiative (GLRI) provides essential funding to restore and protect the Great Lakes. This funding has supported long overdue efforts to clean up toxic pollution, reduce runoff from cities and farms, combat invasive species, and restore fish and wildlife habitat. Since 2010, the federal government has partnered with public and private entities and invested more than \$2 billion in over 2,900 projects throughout the region. Over its first six years, the GLRI has provided more than \$425 million for more than 500 projects in Michigan alone. The Brookings Institution has estimated that every dollar invested in the Great Lakes produces two dollars in long-term economic benefits; and

**WHEREAS**, GLRI projects are making a significant difference. They have restored more than 150,000 acres of fish and wildlife habitat; opened up fish access to more than 3,400 miles of rivers; helped implement conservation programs on more than 1 million acres of farmland; and accelerated the cleanup of toxic hotspots. In Michigan, GLRI funding has been instrumental in removing contaminated sediments from Muskegon Lake, the River Raisin, and the St. Mary's River; in restoring habitat along the St. Clair River, Cass River, Boardman River, and the Keweenaw Peninsula; and in the delisting of White Lake in Muskegon County and Deer Lake in the Upper Peninsula as areas of concern; and

**WHEREAS**, While a significant investment, past GLRI funding represents only a small portion of the amount needed to restore and protect the Great Lakes. Toxic algal blooms, beach closings, fish consumption advisories, and the presence of contaminated sediments continue to limit the recreational and commercial use of the Great lakes; and

**WHEREAS**, Any cuts to GLRI funding would jeopardize the momentum from over a decade of unprecedented regional cooperation. Draft federal budgets have proposed a 97 percent reduction in GLRI funding. These cuts would be a short-sighted, short-term cost-saving measure with long-term implications. Restoration efforts will only become more expensive and more difficult if they are not addressed in the coming years.

**NOW, THEREFORE BE IT RESOLVED**, That the Wexford County Board of Commissioners opposes slashing federal funding for the Great Lakes Restoration Initiative.

**BE IT FURTHER RESOLVED**, That copies of this resolution be transmitted to the President of the United States, the President of the United States Senate, the Speaker of the United States House of Representatives, and the members of the Michigan congressional delegation as well as the other 82 Michigan counties.

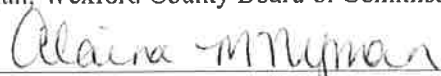
A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: Townsend, Bengelink, Bush, Theobald, Nichols, Potter, Hurlburt, Musta & Taylor.

NAYS: \_\_\_\_\_


RESOLUTION DECLARED ADOPTED.

  
\_\_\_\_\_  
Gary Taylor, Chairman, Wexford County Board of Commissioners

  
\_\_\_\_\_  
Alaina M. Nyman, County Clerk

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF WEXFORD    )

I hereby certify that the forgoing is a true and complete copy of the Resolution 19-12 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on May 15, 2019 and I further certify that public notice of such meeting was given as provided by law.

  
\_\_\_\_\_  
Alaina M. Nyman, County Clerk

**RESOLUTION NO. 19-244**  
**VETERANS SERVICES GRANT FUNDING**

WHEREAS, MCL 35.623a(5)(a), as amended, establishes a “base amount” of \$50,000 per County for “veterans service operations;” and

WHEREAS, MCL 35.623a(5)(b) provides for a “per capita amount” for the “number of veterans residing in each county;” and

WHEREAS, the plain language of MCL 35.623a(5) provides that disbursements to counties are to be determined by “combining” these amounts; and

WHEREAS, the distinction between a “base amount” of \$50,000 per year and a variable “per capita amount” strongly suggests that the base amount may be interpreted as being fixed; and

WHEREAS, the statute can reasonably be interpreted to mean that the \$50,000 base amount would be ongoing, and would thus sustain County initiatives, provided the County complied with the provisions of MSC 35.623a; and

WHEREAS, the Gratiot County Department of Veterans Affairs has taken all steps prescribed by MVAA to achieve the eligibility requirements established in MCL 35.623a and thus to qualify for continued funding into the new fiscal year; and

WHEREAS, Gratiot County has, in fact, relied on this “fixed” base amount in implementing plans for services to veterans, to wit, hiring two highly qualified part-time Veterans Service Officers, with further plans to fund their VA Accreditation Training; and

WHEREAS, the Michigan Veterans Affairs Agency has a long history of promoting an increase in the number of Veterans Administration Accredited Representatives to serve Michigan Veterans; and

WHEREAS, subsequent to disbursing the statutorily mandated funds for 2019, the Michigan Veterans Affairs Agency briefed the Michigan Association of County Veterans Counselors that the grant funding is programmed to be reduced to a \$25,000 “base amount” for Fiscal Year 2020 due to funding constraints; and

WHEREAS, this reduction contravenes the plain language of the statute and will undermine steps taken by Gratiot County to provide services to our veterans; and

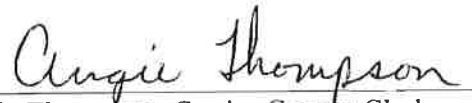
NOW, THEREFORE,, be it resolved, that the Gratiot County Board of Commissioners urges compliance with the plain language of MCL 35.623a, and calls upon the State Legislature and the Governor to fully fund the County Veterans Service Fund Grant in FY 2020 and beyond; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Governor Whitmer, Senator Outman, Representative Filler, Representative Lower, the Michigan Association of Counties, and Veterans Services Offices in all Michigan counties.

**Certification**

I hereby certify that the above is a true copy of a Resolution adopted by the Gratiot County Board of Commissioners at its regular meeting on June 4, 2019 in the Commissioners' meeting room in the Gratiot County Courthouse, pursuant to the required statutory procedures.

Respectfully submitted,



Angie Thompson, Gratiot County Clerk

Dated: June 4, 2019







## BOARD OF COMMISSIONERS

County Building

P.O. Box 70, Room 131

Cheboygan, Michigan 49721

Tel ~ (231) 627-8855

Fax ~ (231) 627-8881

E-mail ~ ccao@cheboygancounty.net

### CHEBOYGAN COUNTY RESOLUTION SUPPORTING US HOUSE OF REPRESENTATIVES BILL 530 Resolution # 19-10

**WHEREAS**, the implementation of fifth generation (5G) mobile technology requires thousands of small cell wireless facilities to be installed within municipal units across the nation; and

**WHEREAS**, on August 2, 2018 and September 26, 2018, the Federal Communications Commission (FCC) adopted orders that would limit the annual fees municipal units are permitted to set for use of public right-of-ways; and

**WHEREAS**, the FCC's actions restricts communities ability to manage its right-of-ways; and

**WHEREAS**, H.R. 530, the Accelerating Wireless Broadband Development by Empowering Local Communities Act of 2019, was introduced in the House of Representatives and would cause the FCC adopted orders to have no force or effect; and

**NOW, THEREFORE BE IT RESOLVED** that the Cheboygan County Board of Commissioners does hereby Support H.R. 530, the Accelerating Wireless Broadband Development Empowering Local Communities Act of 2019, which would cause the Federal Communications Commission's actions taken on August 2, 2018 and September 26, 2018 restricting municipal control over permits for wireless facilities to have no force or effect.

**BE IT FURTHER RESOLVED** that this resolution will be forwarded to President Donald J. Trump, U.S. Senator Gary Peters, U.S. Senator Debbie Stabenow, Congressmen Jack Bergman, State Representative Sue Allor, State Representative Lee Chatfield, State Senator Wayne Schmidt and Governor Gretchen Whitmer.

Karen L. Brewster  
Cheboygan County Clerk Register

John B. Wallace, Chairperson  
Cheboygan County Board

I, Karen L. Brewster, Clerk of the County of Cheboygan, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Commissioners at a regular meeting on June 11, 2019.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the County of Cheboygan on the 11th day of June 2019 at Cheboygan, Michigan.

Karen L. Brewster  
Cheboygan County Clerk/Register

District 1  
Mary Ellen Tryban

District 2  
Richard B. Sangster  
Vice-Chairman

District 3  
Michael Newman

District 4  
Cal Gouine

District 5  
Roberta Matelski

District 6  
John B. Wallace  
Chair

District 7  
Steve Warfield

6/12/2019

Fwd: Cheboygan County Resolution - zclay@tuscolacounty.org - Tuscola County Mail

Attached please find Resolution #19-10 adopted by the Cheboygan County Board of Commissioners on June 11, 2019 supporting US House of Representatives Bill 530.

Your support of Cheboygan County's position on this issue is greatly appreciated.

*Karen L. Brewster*  
Cheboygan County Clerk  
870 S. Main  
PO Box 70  
Cheboygan, MI 49721  
231-627-8808  
231-627-8453-Fax

May 16, 2019

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, May 16, 2019 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Julie Matuszak, David Kennard, and Duane Weber; Acting County Highway Engineer Brent Dankert, Operations Engineer Technician Will Green, Superintendent/Manager Jay Tuckey, and Director of Finance/Secretary-Clerk Michael Tuckey.

Motion by Parsell seconded by Weber that the minutes of the May 2, 2019 regular meeting of the Board be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Payroll in the amount of \$102,525.62 and bills in the amount of \$310,530.38 covered by vouchers #19-25, #19-26, and #19-27 were presented and audited.

Motion by Matuszak seconded by Parsell that the payroll and bills be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Brief Public Comment Segment:  
None.

Motion by Parsell seconded by Weber to approve the 3<sup>rd</sup> Amendment to the current Road Agreement with Consumers Energy for the Crosswinds III wind turbine project. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Kennard to approve the purchase of two (2) Loadrite Wheel Loader Scales from Michigan Cat, all in accordance with the Road Commission's 2019 Capital Outlay Budget. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Weber seconded by Matuszak that the bids for a New Roof at the Akron Garage taken and accepted at the May 2, 2019 regular meeting of the Board be awarded to Buchinger Roofing, Inc. for the 20-year roof, as recommended by Management. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Weber that bid items #49 and #50 for Fremont Township of the 2019 bituminous resurfacing bids be awarded to the low bidder, Pyramid Paving Company. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

At 8:15 A.M. the following bids were opened for Dump Truck Refurbishing:

<u>Bidder</u>	<u>Bid Price per Truck</u>
No bids received.	

Director of Finance Michael Tuckey presented to the Board the Road Commission's 2018 Annual Financial Report. After review, the following motion was introduced:

Motion by Parsell seconded by Matuszak to approve the Road Commission's 2018 Annual Financial Report as presented. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that Management use their best judgement to determine a traffic detour route during Primary Road closures. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that the Tuscola County Road Commission cast a ballot to approve the Proposed Amendments of the Constitution and By-Laws of the County Road Association of Michigan as presented. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Matuszak seconded by Weber approving the application as requested from Larry Weller for a Medical Leave of Absence for a six (6) month period through November 1, 2019, all in accordance with the Union Agreement. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

The Board recessed at 9:25 A.M.

At 10:00 A.M. the Board met with various township officials and county commissioners to discuss roadwork completed in 2018 and roadwork to be completed in 2019.

The following township officials were present for the roadwork discussion: Almer Township Supervisor Jim Mantey, Almer Township Trustee Art Graff, Columbia Township Supervisor Kathy Trischler, Denmark Township Supervisor Charles Heinlein, Elkland Township Supervisor Dan Erla, Elmwood Township Supervisor Chris Graff, Ellington Township Supervisor Russell Speirs, and Wisner Township Supervisor Jamie Wark.

The following county commissioners were present for the roadwork discussion: None.

Also, the following Road Commission employees were present for the roadwork discussion: Caro Division Foreman Jason Root, Akron Division Foreman Troy Daily, Deford Division Foreman Allen Jacobs, Vassar Division Foreman Scott Jacoby, and Highway Maintenance Foreman Jim Miller.

The following agenda topics were discussed: 2018 Annual Financial Report, 2019 planned road and bridge projects, 2019 federal aid projects, the Local Road Improvement and Maintenance & Township Allowance Policy, procedures for a successful local road project, scheduling local road work requests, township roadwork long range planning, and the Local Road Brush Spray Policy.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 12:00 P.M. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

---

Chairman

---

Secretary-Clerk of the Board

**FOR IMMEDIATE RELEASE:** June 7, 2019

**CONTACT:** Lynn Sutfin, 517-241-2112, [SutfinL1@michigan.gov](mailto:SutfinL1@michigan.gov)

**Community listening forum on state psychiatric hospital project is June 13 in Caro**  
*Comments may also be submitted via email*

LANSING, Mich. – A community listening forum is being conducted by the Michigan Department of Health and Human Services (MDHHS) along with independent consultant Myers and Stauffer to gather input about a new state psychiatric hospital facility in Michigan. The forum is being held in the Caro Community Schools auditorium at 301 Hooper St. in Caro on June 13, 3 - 6 p.m.

MDHHS contracted with Myers and Stauffer to conduct an evaluation of the process and decision to locate a newly constructed state psychiatric hospital facility in Caro. In 2017, the state legislature authorized financing to construct a new hospital on the Caro site. The new Caro Psychiatric Hospital was scheduled to be completed in 2021 and serve 200 adults, an increase of 50 beds from the existing facility.

Earlier this year, concerns about staffing, ability for patients' families to be involved in their treatment and water accessibility caused state officials to delay the Caro Center Reconstruction project to allow for an independent review and recommendation on next steps to best meet the needs of Michigan's citizens.

Interested individuals are invited to provide comments on the following areas consistent with the scope of the evaluation:

- The process by which Caro Psychiatric Hospital facility location was determined.
- The status of current psychiatric hospital bed capacity and unmet bed needs.
- Input regarding the appropriate location(s) for state hospital construction.
- Continuing or revising the current Caro build approach to better meet the needs of citizens requiring state hospital supports.

Individuals who are unable to attend the community forum can comment regarding this issue by e-mailing [MICaroEvaluation@MSLC.com](mailto:MICaroEvaluation@MSLC.com). Comments will be accepted until 5 p.m. on Wednesday, June 19.

###

- [Caro Center forum NR.pdf](#)



***Become a foster parent through Michigan Department of Health & Human Services foster care program.***

Questions? [Contact Us](#)

STAY CONNECTED:



mhoagland@tuscolacounty.org

---

**From:** Jodi Fetting <jfetting@tuscolacounty.org>  
**Sent:** Tuesday, June 11, 2019 4:19 PM  
**To:** Thomas Bardwell; Kim Vaughan; Mike Hoagland; Mark Jensen; Tom Young; Dan Grimshaw; Clayette  
**Subject:** Airport Zoning Board of Appeals meeting scheduled

Good Afternoon,  
I just wanted to let you know that an Airport Zoning Board of Appeals meeting will be called as there have been 33 variance applications received today.

I have been working with Clay to be sure the proper steps are being followed.  
Jodi



April 25 at ISD